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CHANDIGARH ADMINISTRATION
TRANSPORT DEPARTMENT

Notification

The 28th April, 2023

No. 2/7/20-H-III(7)-2023/5928.—In Pursuance of the National Urban Transport Policy issued by the Government of India in the year 2006 and revised in the year 2014, the Administrator, Union Territory, Chandigarh is pleased to constitute the Unified Metropolitan Transport Authority (UMTA) for implementation of the proposal as suggested in the Comprehensive Mobility Plan (CMP) for Chandigarh Tri-City Complex in a coordinated and time bound manner. The said Authority shall be headed by the Hon'ble Administrator, Union Territory, Chandigarh, consisting of following Board of Directors/Members :—

Sr. No.	Designation of officers	Role
1.	Chief Secretary to the Govt. of Haryana	Governing Board / Board of Directors
2.	Chief Secretary to the Govt. of Punjab	
3.	Chief Secretary to the Govt. of Himachal Pradesh	
4.	Adviser to the Administrator, U.T Chandigarh	
Representative from State Govt / Centre Govt.		
5.	Chief Administrator, HSVP	Member
6.	Chief Administrator, GMADA	Member
7.	Secretary Transport, Chandigarh Administration	Member
8.	Finance Secretary, Chandigarh Administration	Member
9.	Commissioner, Municipal Corporation, Chandigarh	Member
10.	Deputy Commissioner, Chandigarh	Member
11.	Senior Superintendent of Police (Traffic), U.T., Chandigarh	Member
12.	Director Transport, U.T., Chandigarh	Member
13.	Legal Remembrancer, U.T., Chd.	Member

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14.	Chief Engineer, U.T., Chandigarh	Member
15.	Chief Architect, U.T., Chandigarh	Member
16.	Representative of Department of Civil Aviation, Chandigarh	Member
17.	Ministry of Housing and Urban Affairs (MoHUA), New Delhi	Member
18.	National Highway Authority of India (NHAI), New Delhi	Member
19.	Finance and Planning Officer, Chandigarh Administration	Member
20.	Representative of Air Force, Air Force Station, Chandigarh	Member
21.	Representative of Institute of Urban Transport, New Delhi	Member
22.	Non Motorized Transport (NMT) Expert from Chandigarh Road Safety Society	Member
23.	Any other person nominated by the Administration	Member

The Powers and Functions of the Unified Metropolitan Transport Authority (UMTA) are as under :—

- I) To oversee implementation of various traffic and transportation measures undertaken by various agencies in the Chandigarh Tri-City region.
- II) To ensure effective public transport system are in place for the Chandigarh Tri-City region.
- III) To ensure effective coordination and implementation of the various traffic and transportation measures undertaken by various departments.
- IV) To promote and monitor key / major traffic and transportation projects.
- V) To deliberate and recommend effective transportation strategies for Chandigarh Tri-city region.
- VI) To integrate and consolidate all the Action Plan of various departments and agencies and to ensure implementation of the traffic and transportation plans for the Chandigarh Tri-city region.
- VII) Processing of funds for implementation of proposals.
- VIII) Integrating various routes of public transport and issues of combined ticketing, feeder services, etc.
- IX) Approval of all traffic and transportation proposals / projects from any agency in the metropolitan region and all new initiatives.
- X) The recommendations / instructions of UMTA shall be binding on all the concerned departments.
- XI) The UMTA shall hold periodically meetings / also as and when required.

The Technical Support staff and assistance to the UMTA shall be provided by the NMT Expert from Chandigarh Road Safety Society.

NITIN KUMAR YADAV, IAS,
Secretary Transport
Chandigarh Administration.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th March, 2023

No. 13/1/9356-HII(2)-2023/4352.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 113/2016 dated 24.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

SH. VIKAS ANI (GENERAL SECRETARY, GBA WORKERS UNION) PLOT NO. 133-135, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Worker's Union)

AND

THE FACTORY MANAGER, GROZ BECKERT ASIA PVT. LTD., PLOT NO. 133-135, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9356-HII(2)-2016/30482, dated 08.11.2016.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9356-HII(2)-2016/30482 Dated 08.11.2016 received from the Secretary Labour, Chandigarh Administration is being disposed of :—

"Whether the demand raised in the demand notice dated 24.05.2016 by Sh. Vikas Ani (General Secretary, GBA Workers Union) Plot No.133-135, Industrial Area Phase - I, Chandigarh AND The Factory Manager, Groz-Beckert Asia Pvt. Ltd, Chandigarh are genuine and justified. If so to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Shri Vikas Ani, General Secretary, GBA Workers Union (*hereinafter called "workers' union"*) had served demand notice dated 24.05.2016 upon The Factory Manager, Groz-Beckert Asia Pvt. Ltd. (*hereinafter called "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter called "ID Act"*). Upon notice, the workers' union appeared through its representative Shri Vipin Kumar. Statement of claim was filed on 21.08.2017. Briefly stated the facts of statement of claim are that the workers union raised a demand notice dated 24.05.2016 containing various demands of workers. Conciliation proceedings were held before the Assistant Labour Commissioner, Chandigarh which failed. Failure report was sent to the Govt. and thus, the present Industrial Dispute Reference.

3. It is further averred that the settlements were reached between the workers union and the management. The management is not only violating the terms and conditions of the settlement but is also acting in violation to the various provisions of the ID Act and is also indulging in unfair labour practice. The agreed terms of settlement are being violated. Number of complaints has been received from the workers that they are being harassed by the G.B.A. management regarding Voluntary Employee Separation Scheme, 2015(VESS).

The workers' union requested a number of times for undoing this harassment and implementing the terms of the settlement. However, the workers' union has been forced to approach this Court by way of Industrial Dispute Reference. The workers union has following demands :—

Demand No.1 - Continuation of age old practice of P.F. contribution on leave encashment of workers :—

A settlement was reached between the parties on 16.01.2015. As per Clause 17 thereof reads as below :—

"17. ACCUMULATION AND ENCASHMENT OF LEAVES

At the end of the calendar year if there is a balance of casual / sick leaves to the workman's account the same shall be added to the earned leaves being carried forwarded to the succeeding year. The maximum extent to which earned leave (including the casual / sick leaves added thereto) can be accumulated will be limited to 180 days at any time. The workman can en-cash earned leave due to his credit at the end of every year subject to the condition that there is a balance of at least 15 days earned leave in his account. Such encashment shall be permissible to the workers who have completed at least 3 years of service with the company as on the date of application. The encashment value of leaves shall not be considered as wages for the purpose of bonus, gratuity and E.S.I. etc."

Accordingly, P.F. contributions used to be made on leave encashment given to the workers. Earlier, a meeting was held between the workers union and the management. Thereafter, the management including its Managing Director approved and exhibited a notice dated 21.07.2008 on the notice board. The contents of the said notice are as below :—

"Making of P.F. Contribution on Leave Encashment - Supreme Court ruled that it is not mandatory for employer to make the said contribution - as per Provident Fund Commissioner, letter dated 29.05.2008. The company has been following the practice of making P.F. contribution on leave encashment for a long time and it has become part of salary package.

This show the management continued the age old practice of P.F. contribution."

The impugned office order dated 26.02.2016 was issued by the management and thereby one sidedly discontinued Provident Fund contributions on leave encashment from 01.12.2016 (later on the date was changed and this discontinuation was made applicable from 01.10.2017) and also gave a reference of letter dated 05.05.2008 issued by the Commissioner, Provident Fund. The impugned order dated 26.02.2016 is challenged on the ground that it is violative of the provisions of settlement dated 16.01.2015; withdrawal of age old benefit is unilateral and without any deliberations with the union; it is violative of own approval of the management dated 21.07.2008, violative to Section 9-A of the ID Act and arbitrary, unfair labour practice and violative to principles of natural justice as no opportunity of hearing was afforded either to the union or any of its workmen.

Demand No.2 - Payment of Bonus as per (Amendment) Act, 2015.

The Ministry of Law & Justice vide Gazette of India notification dated 01.01.2016 amended the Payment of Bonus Act called The Payment of Bonus (Amendment) Act, 2015 and it was enforced from 01.04.2014. The perusal of the amended act would indicate that words seven thousand rupees have been substituted for the words three thousand and five hundred rupees. It means that 20% bonus is to be paid to the workers of this union and arrears are to be paid w.e.f. 01.04.2014. The workers union has made representations for enforcing the amendment and for paying the bonus under the Act so amended. Neither the present bonus @ 20% nor the arrears thereof from 01.04.2014 have been given to the workers of the union. In response, the management vide its letter dated 12.03.2016 has refused the payment of bonus as per amended Act. Neither

present nor arrears of bonus have been given to the workers of the workers' union. The action of the management for refusal of the above is illegal and unjustified.

Demand No.3 - Raw Material / Work intentionally not being given to the workers from 01/2016 and 25% performance incentive is being denied arbitrarily :—

The G.B.A. Pvt. Ltd. is the biggest MNC Needle Company and is at No.1 in Asia. Approximately 550 workers are in position in the company. A norm is fixed for each of the worker in a department and if a worker achieves that norm, then he is given 25% of the salary as performance and quality incentive. The achieving of fixed norm by a worker depends upon the supply of raw material / work to him. If raw material / work is not provided to a particular worker, he cannot achieved the fixed norm thereby he losses 25% performance and quality incentive. The management intentionally is not supplying the raw material/work from 01/2016 to the workers and therefore they are not able to achieve their target of fixed norm and the management thus causes loss of 25% performance and quality incentive/salary. This was a life-long benefit being given to the workers. A copy of settlement dated 16.01.2015 clearly provides for 25% performance and quality incentive to the workers. The workers' union representatives made a number of representations before the management pointing out that raw material / work is not being provided to the workers and thus they are not able to achieve their fixed norms and thereby losses salary of 25% which is performance incentive. Some of the representations are of dated 02.04.016 and 14.04.2016. The management *vide* its letter dated 22.04.2016 admits that the raw material is not being supplied. However, the management still ensures that 25% performance incentive would be released. The statement is really contradictory. If the raw material / work is not supplied to the workers, they are not able to achieve the fixed norms and resultantly losses their salary as 25% performance incentive.

Demand No. 4 - Workers being harassed, threatened and forced to resign and accept VESS/Unfair Labour Practice

A number of complaints have been received from the workers by the workers' union complaining therein that Departmental Heads (HODs) are harassing them and forcing them to resign from service and to accept VESS. The HODs say that if the VESS is not accepted, they would be issued charge-sheets and dismissed from service. Number of examples is there, in which the workers are resigned and accepted VESS. There are other examples where the workers were threatened but they resisted and did not accept VESS. The union is in possession of documents which, would clearly shows that the workers were harassed to the top. Even police complaint was made of this harassment and the officer had felt sorry from the worker.

4. It is further averred that the above impugned actions of the management are illegal, unjust, arbitrary and one sided on the grounds;

- a) Being violative to the mandate of Section 9-A of the I.D. Act.
- b) No notice was given.
- c) There is no settlement / award for such impugned actions.
- d) The impugned actions have not been notified by the appropriate government in the official gazette.
- e) The benefits were being given to the workers for a long duration and the privilege had become an accepted condition of service.
- f) The impugned actions are violative of the conditions mentioned in various items of Fourth Schedule of the I.D. Act especially the item No.2, 8, 10 and 11.
- g) The impugned actions do not find any place in the Standing Order, which have the force of law.

The non compliance of the mandatory statutory provisions of the act has rendered the impugned actions as illegal, unjust and void *ab-initio*. The impugned actions are not only arbitrary and unilaterally but even the principles of natural justice have been violated. The workers' union has not been given even a bare

opportunity of being heard before the impugned actions were taken. Prayer is made that the claim of the workers union may be accepted and allowed, the impugned order dated 26.02.2016 may be quashed and consequently Provident Fund contributions on leave encashment be ordered to be continued and given to them along with arrears from the date the same became due to them, the bonus and arrears of bonus may be ordered to be given to the workers under the Payment of Bonus (Amendment) Act, 2015 and the management may be directed to give its workmen adequate raw material / work so that the workers may achieve their fixed norms / targets and earn the life-long practice of 25% salary as incentive with further direction to give arrears of 25% performance incentive from 01/2016 as the supply of raw material / work was intentionally reduced by the management, to strike down the VESS scheme as floated by the management, to release the arrears of salary becoming due and payable on account of above claims along with interest @ 18% p.a. from the due date till the date of payment, not to harass and threat the workers and not to force the workers to resign or to accept illegal scheme VESS-2015 and to grant any other relief as deem fit. The claim petition may be accepted with cost.

5. On notice, the management appeared through its authorised representative Shri D. P. Sharma and contested the claim statement by filing written statement on 25.10.2017, wherein preliminary objections are raised on the ground that the demand notice dated 24.05.2016, reference dated 08.11.2016 and the statement of claim is not maintainable on the ground that the long terms settlement dated 16.01.2015 executed between the G.B.A workers union and the management is valid till 30.09.2017. Under Clause 24(I) of the settlement, it is agreed that all the demands arose in the matter of demand notice dated 04.08.2014 whether or not specifically dealt with herein stands fully settled. The clause 24(IV) says that the workmen and the union agreed that during the period of validity of the settlement, they will not, either individually or collectively, make any demand or raise any dispute involving either directly or indirectly any additional financial liability on the company or alteration of any other terms and conditions of service or for addition of any new terms or conditions of service. This shall, however, not applied if there is any change in the statutory amendments introduced thereafter while any Act or Ordinance/Notification by the Government. The present demand notice of the union under Section 2(k) of the ID Act is squarely hit by this condition of the settlement. As per the settled proposition of law, the workmen / union cannot challenge the benefit by picking up one clause and rejecting the other clauses. The benefits of the settlement are either to be accepted or rejected as a whole. The benefits and liabilities of the settlement must be shared equally. Withdrawal of allowances as per the terms of settlement does not amount to alteration in conditions of service. No notice is required where change is made as per the settlement or award. Thus, the present reference is to be declined. The demand notice in pursuant of which present reference has been made by the appropriate government also deserves to be rejected as it does not fulfil the necessary ingredients of Section 2(k) of the ID Act and other legal requirements for raising the demand notice. Therefore, the present reference needs to be declined. The General Secretary of the workers' union is not competent to raise the industrial dispute as the necessary requirements of the Trade Unions Act have not been properly met with. Hence, the present reference deserves to be declined.

6. Further on merits, it is stated that the facts that the workers' union raised a demand notice dated 24.05.2016 containing various demands of workers, conciliation proceedings were held before the Assistant Labour Commissioner, Chandigarh which failed, failure report was sent to the Govt. and the present Industrial Dispute Reference was sent for adjudication are matter of record. It is further stated that the statement of claim is absolutely incorrect, wrong, false and baseless. In reply to demand No.1, it is admitted that a settlement was reached between the parties on 16.01.2015 and it contains Clause 17 as has been reproduced in the statement of claim. However, it is wrong and denied that the P.F. contribution was to be made on leave encashment. No meeting was held between the workers union and management. It is denied as wrong that any notice dated 21.07.2008 was ever issued or notified. In fact it is a copy of the internal note for the reference and records of the management. The workers' union has not reproduce the entire contents of Internal Note dated 21.07.2008 for the reasons best known to them. The perusal of the Internal Note dated 21.07.2008 would show that the P.F. contribution on leave encashment could continued at the discretion of the management. The management vide its office order dated 26.02.2016 used its discretion and discontinued and

done away with the practice of making voluntary PF contribution on leave encashment w.e.f. 01.12.2016. Later, on the request of the G.B.A. workers union, the implementation of the aforesaid office order was extended to 01.10.2017. It is admitted that the management issued an office order dated 26.02.2016 whereby the management discontinued the voluntary contribution of P.F. on leave encashment w.e.f. 01.12.2016. It is denied as wrong that the order dated 26.02.2016 is liable to be challenged on the grounds as alleged in the claim statement. It is further stated that the allegations of the G.B.A. workers union that the management has unilaterally issued the order dated 26.02.2016 and that the same is in violation of Section 9-A of the ID Act and also violation and breach of tripartite settlement dated 16.01.2015 is misconceived, incorrect, false and devoid of merits. First of all any contribution towards P.F. on leave encashment was a voluntary contribution and there was no legal or mandatory requirement of Payment of P.F. on encashment of leave. This facility was extended after having exercise the right of discretion. Now, it has been decided to follow the law and to discontinue the voluntary contribution of P.F. on leave encashment w.e.f. 01.12.2016. The perusal of Clause 12 of the settlement would show that the P.F. contributions are to be made strictly in accordance with provisions of the Employees Provident Fund and Miscellaneous Provisions Act, 1952 except the insurance coverage of employees under EDLI. No exception has been provided under this Clause for the P.F. contribution on leave encashment. In view of the specific clause in the settlement dated 16.01.2015, there has been no violation or breach of the settlement as alleged by the G.B.A. workers union. As far as order dated 26.02.2016 is concerned, the same is to become operative w.e.f. 01.12.2016. The intervening period amounts to sufficient notice. Even otherwise the notice under Section 9-A of the ID Act was not necessary in view of the specific provisions of the settlement dated 16.01.2015. The judgment of the Hon'ble Supreme Court in the matter of Manipal Academy of Higher Education Vs Provident Fund Department and the Circular dated 05.05.2008 deciding thereby to discontinue P.F. deduction on the encashment of leave with immediate effect.

The demand No.2 of the union is illegal and cannot be accepted and needs to be rejected in view of the fact that the latest amendment in The Payment of Bonus Act was made by the Government of India making the amendment effective from 01.04.2014. Some of the employees being aggrieved of the said amendment approached the respective Hon'ble High Courts. The various Hon'ble High Courts including the Hon'ble High Court of Punjab and Haryana at Chandigarh, Hon'ble High Court of Kerala and Hon'ble High Court of Allahabad have stayed the operation of amendment to the extent it gives retrospective effect from 01.04.2014 and thus, the matter in question is sub-judice. In the light of this background the demand of G.B.A. workers union is illegal and unjustified and cannot be accepted unless the judgments of various Hon'ble High Courts are quashed or set aside by the Hon'ble Supreme Court.

The demand No.3 of the union is frivolous, illegal, baseless and devoid of merits. There is slow down in the world market knitting industry. Therefore, the production requirements of the G.B.A. knitting division have dropped considerably and G.B.A. management cannot be expected to continue high level of production when there is lesser market demand for the products. In any case, the G.B.A. management reiterates its commitment to pay production incentive as per the actual calculation of PLIS defined in the Long Term Settlement dated 16.01.2015. The lower production volumes not only affect the interest of the workers but also affect the capacity of utilisation of the company adversely. The management is making its all out efforts to come over the present predicament. As and when, the situation improves; the adequate supply of raw material would be restored in a phased manner. Therefore, this demand of the union is beyond the control of the management and cannot be accepted. The demand No.4 of the union is baseless and unjustified and thus cannot be accepted. This demand has been made just for the sake of demand as the scheme in question already ended on 10.12.2015. It was displayed on the notice board on 28.11.2015 to be effective from 30.11.2015 to 10.12.2015. Neither the union nor any workman objected to the said scheme, rather 30 employees opted for the scheme voluntarily. Since the scheme has already ended on 10.12.2015, the question of any harassment or threats thereafter does not arise. The allegation of the G.B.A workers union is absolutely wrong, false and incorrect. Therefore, same do not warrant any consideration or notice.

7. Further similar stand is taken as taken in the preliminary objections. Rest of averments of statement of claim are denied as wrong and prayer is made that the claim statement may be rejected.

8. The workers union filed replication to the written statement wherein the contents of the written statement except admitted facts of the claim statement are denied as wrong and averments of claim statement are reiterated.

9. From the pleading of the parties, following issues are framed *vide* order dated 22.12.2017:—

1. Whether the demand raised in the demand notice dated 24.05.2016 by the workers' union is genuine & justified, if so, to what effect and to what relief the workers' union / workmen are entitled to, if any ? OPW
2. Relief.

10. In evidence the workers' union examined AW1 Vikas Ani - General Secretary, G.B.A. Workers' union, who on 03.08.2018 tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to Exhibit 'W9'. His examination in chief was recorded on 03.08.2018 and his cross-examination was deferred on the request of learned representative for the management.

11. On 10.10.2019 learned representative for the workers' union got recorded his statement that Mr. Vikas Ani is nowhere working as General Secretary of the union, thus his affidavit is not required to be read into evidence.

12. The workers' union examined AW1 Raj Pal Singh - General Secretary, G.B.A. Workers who tendered his affidavit Exhibit 'AW1/A' along with documents Exhibit 'W1' to 'W6'. It is pertinent to mention here that testimony of AW1 Raj Pal Singh is incomplete as he did not present himself for cross-examination.

The workers' union examined AW2 Arun Kumar - Junior Assistant, Labour Department, Sector 30, Chandigarh, who brought into evidence the summoned record Exhibit 'AW2/1' i.e. settlement dated 16.01.2015 consisting of page 1 to 31.

The workers' union again examined Vikas Ani - General Secretary, G.B.A. Workers' Union as AW2 (since witness AW2 Arun Kumar is also examined and AW2 is numbered twice, thus testimony of AW Vikas Ani recorded on 19.04.2021 cross-examined on 17.08.2021 and 20.09.2021 is herein after renumbered as AW3. AW3 Vikas Ani tendered his fresh affidavit Exhibit 'AW2/A' along with documents Exhibit 'W1' to Exhibit 'W6' and Mark 'A' to Mark 'C'.

The workers' union examined AW4 C. Ravinder Kumar, Belt No.CP-5107, Police Station, Industrial Area, Phase - I, Chandigarh who brought the summoned record relating to DDR No.10 dated 05.05.2016 *vide* Exhibit 'AW4/1'; DDR No.56 dated 06.05.2016 *vide* Exhibit 'AW4/2' and DDR No.46 dated 13.05.2016 *vide* Exhibit 'AW4/3'.

On 17.02.2022 learned representative for the workers' union closed evidence in affirmative on behalf of the workers' union.

13. On the other hand the management examined MW1 Harvinder Singh - General Manager HR Admin. of M/s G.B.A. Private Limited, who tendered his affidavit Exhibit 'MW1/A' along with documents Mark 'X' and Exhibit 'MW1/1' to Exhibit 'MW1/5'.

The management examined MW2 Manoj Kumar - Enforcement Officer, O/o Regional Provident Fund Commissioner, Sector 17, Chandigarh, who filed his authority letter dated 22.08.2022 *vide* Exhibit 'M7' has proved the circular dated 05.05.2008 (Earlier tendered as Mark 'X') *vide* Exhibit 'M8'.

14. Today i.e. on 24.01.2023 Shri Raj Kumar, General Secretary, G.B.A. Workers Union got recorded his statement, which reads as under :—

"Stated that I have been authorised by the Managing Committee of G.B.A. Workers Union vide resolution dated 22.01.2023 to withdraw the present reference No.113/2016. I have brought the original resolution register today and a copy of the resolution dated 22.01.2023 is Exhibit 'C1' (original seen and returned). In view of above mentioned resolution, the workers' union do not intend to pursue the present reference. It may be disposed off accordingly."

15. Heard. In view of the above statement of the General Secretary, G.B.A. Workers Union accompanied with Exhibit 'C1', the present industrial dispute reference is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

The 24th January, 2023.

(Sd.). . .,

(JAGDEEP KAUR VIRK)
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No.PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th March, 2023

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PRESIDENT/GENERAL SECRETARY, GBA WORKERS UNION, PLOT NO. 133-135, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Worker's Union)

AND

THE FACTORY MANAGER, M/S GROZ BECKERT ASIA PVT. LTD., PLOT NO. 133-135, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9778-HII(2)-2021/5318, dated 18.05.2021.

AWARD

1. *Vide* Endorsement No.13/1/9778-HII(2)-2021/5318 Dated 18.05.2021 the Secretary Labour, Chandigarh Administration has referred the dispute to this Court / Tribunal on the demand notice dated 06.07.2020 raised by the President / General Secretary, GBA Workers Union (*hereinafter in short referred "workers' union"*) upon The Factory Manager, M/s Groz Beckert Asia Pvt. Ltd. (*hereinafter in short referred "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter in short referred "ID Act"*) in following words :—

"Whether the demand raised in the demand notice dated 06.07.2020 by President / General Secretary, GBA Workers Union, Plot No.133-135, Indl. Area, Phase-I, Chandigarh (Claimant/Complainant) AND The Factory, Manager, M/s Groz Beckert Asia Pvt. Ltd., Plot No.133-135, Industrial Area, Phase-I, Chandigarh are genuine and justified. If so, to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. Upon notice, the workers' union appeared through its representative Shri Jeevaraj, who on 08.11.2021 made the statement that the demand notice, which has been referred with reference bearing Endst. No.13/1/9778-HII(2)-2021/5318 dated 18.05.2021, may be treated as statement of claim. Accordingly, the demand notice dated 06.07.2020 referred with reference was ordered to be treated as statement of claim. Briefly stated the facts of statement of claim are that the applicant is elected General Secretary of the workers' union registered under Trade Union Act and is competent to raise the industrial dispute *vide* the resolution dated 21.06.2020. The management on 08.06.2020 displayed a notice in the factory premises stating commencement of Lay-Off of 235 employees w.e.f. 08.06.2020 for at least 45 days. The reason stated by the management in the notice was 'due to reduced shift's production'. The management of its own has wrongfully declared the COVID-19 disease as 'Natural Calamity'. The unilateral and arbitrary decision of the management to implement Lay-Off is illegal and is bad in the eyes of law. The management failed to comply with the statutory requirements of the ID Act. Hence, the above notice is void *ab-initio*. The selection of 234 employees is highly arbitrary and in violation to the ID Act. No seniority list has been prepared and followed while Laying Off 235 employees. There is no circumstance beyond control of the management that leads the management to implement the Lay-Off. Though there are restrictions on movement between 09:00 P.M. to 05:00 A.M. but no activities are restricted or barred. The timing between 09:00 P.M. to 05:00 A.M. amounts to complete 8 hours shift and the management could have easily run the night shift between 09:00 A.M. to 05:00 P.M. and complying with the various orders / directions / guidelines issued by the authorities. The workmen are always willing and presenting themselves to work in the night shift while complying with the various orders / directions / guidelines issues by the authorities. The management has implemented the Lay-Off when the nationwide lockdown is lifted with some restrictions. The restrictions as alleged by the management are not in any manner causing any hurdle in running the night shift. Also, the Chandigarh Administration *vide* order dated 01.07.2020 further eased the night curfew from 10:00 P.M. to 05:00 A.M. from earlier of 09:00 P.M. to 05:00 A.M. The deduction of 50% gross salary of laid off workmen under the guise of illegal Lay-Off is bad in eyes of law. The workmen are entitled for full wages during the period of alleged illegal Lay-Off. In the absence of non-compliance of statutory and mandatory provisions of the ID Act, the Lay-Off has no validity in the eyes of law and hence void *ab-initio*. The above notice is also against and in violation to the directions issued by Hon'ble Supreme Court in bunch of Writ Petitions order dated 12.06.2020 and hence contemptuous. The action of the management has caused great resentment among all the effected workers of the factory. Prayer is made that the notice of Lay-Off may be revoked, the workmen may be allowed to work in the night shift while complying with the various orders / directions / guidelines issued by the authorities, no deductions may be made in the gross salary of the workmen in name of Lay-Off and any deduction already made in the name of Lay-Off may be paid to the effected workmen.

3. On notice, the management appeared through its authorized representative Shri D. P. Sharma and contested the claim of the workman by filing written statement on 22.03.2022, wherein preliminary objections are raised on the ground that the workers' union has not got no locus standi to serve the present demand notice / statement of claim. Therefore, the same is liable to be dismissed. The workers' union has failed to make out a case as to how the Lay-Off declared by the management is contrary to the provisions of the ID Act. Hence, the demand notice / statement of claim is liable to be dismissed. Terms of reference made by the Chandigarh Administration *vide* order of reference dated 18.05.2021 is defective and the same is not maintainable as the foundation of the reference is the demand notice dated 06.07.2020, whereas no such demand notice dated 06.07.2020 was ever served upon the management by the workers' union. Therefore, the present reference as well as the demand notice / statement of claim is liable to be dismissed.

4. On merits, it is stated that the workers' union is not competent to raise the present industrial dispute. The resolution dated 21.06.2020 is illegal and does not fulfill necessary ingredients for raising an industrial dispute upon the employer. A copy of the notice has been placed on record by the workers' union and perusal of the same show that the Lay-Off was declared under the compelling circumstances which are beyond the control of the management as the entire world including the management was facing a natural calamity in the form of the COVID-19. It has been mentioned in the notice that during the period of Lay-Off, the laid off employees were entitled to receive the fifty percent of their total monthly gross salary (excluding shift allowance, night shift allowance, conveyance allowance, attendance bonus or any other payment of whatsoever nature which is based on performance or attendance at work). The notice in question has been

issued in accordance with the relevant provisions of the Act. The notice, therefore, is legal, bonafide, justified and the same does not warrant any interference from the workers' union. The Lay-Off was implemented with regard to 235 employees which corresponds to the number working in the night shift starting from 10:00 P.M. to 6:00 A.M. and other affected employees due to reduced shift's production and the selection of Laid-Off employees was on rotational basis. Therefore, no prejudice has been caused to any of the employees while declaring the Lay-Off. It has been specifically mentioned in the notice dated 08.06.2020 that the Lay-Off would end when the circumstances allow and accordingly Lay-Off was revoked w.e.f. 15.03.2021. In the circumstances which were prevailing at that point time the management was not able to run the night shift between 9:00 P.M. to 5:00 A.M. so the management had to declare Lay-Off w.e.f. 08.06.2020 as per the advisories issued by the Central and Local Governments regarding the lock down and closure of industrial establishments. The factory of the management remained entirely non-operational from 23.03.2020 to 03.05.2020. As per guidelines issued by the Government on 23.03.2020 and 30.05.2020, the restrictions on operating the factory at night as well as movement of persons between the hours of 9:00 P.M. to 05:00 A.M. was enforced at least till 30.06.2020 and consequently, the management was unable to operate the night shift in the factory. This was a circumstance beyond the control of the management and thus, the management had to take some difficult personnel decisions. The laid off workers were paid Lay-Off compensation in accordance with the provisions of the ID Act. Hence, the laid off workers are not entitled to full wages during the period of Lay-Off. No violation has been committed by the management while declaring the lay off and while making the payment of Lay-Off compensation to the laid off workers. Notice dated 08.06.2020 declaring lay off is legal, bonafide and justified. The notice in question is not at all against the directions issued by the Hon'ble Supreme Court. No resentment has been caused to any of the workers. Remaining averments of the demand notice / statement of claim are denied being wrong. Prayer is made that the present demand notice / statement of claim may be dismissed.

5. Replication not filed. From the pleadings of the parties, following issues were framed *vide* order dated 15.11.2022 :—

1. Whether the demands raised in the demand notice dated 18.05.2021 by the President / General Secretary, workers' union are genuine and justified ? If so, to what effect and to what relief the Workers' Union / Workman is entitled to, if any ? OPW
2. Whether the workers' union has no *locus-standi* and cause of action ? OPM
3. Whether the order of reference is not maintainable ? OPM
4. Relief.

6. Today i.e. on 24.01.2023 Shri Raj Kumar - General Secretary, G.B.A. Workers Union got recorded his statement, which reads as under :—

"Stated that I have been authorised by the Managing Committee of G.B.A. Workers Union vide resolution dated 22.01.2023 to withdraw the present reference No.61/2021. I have brought the original resolution register today and a copy of the resolution dated 22.01.2023 is Exhibit 'C1' (original seen and returned). In view of above mentioned resolution, the workers' union do not intend to pursue the present reference. It may be disposed off accordingly."

7. Statement of Shri Raj Kumar - General Secretary of the workers' union is countersigned by his Representative Shri Jeevaraj.

8. Heard. In view of the above statement of the General Secretary, G.B.A. Workers Union accompanied with Exhibit 'C1', the present industrial dispute reference is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

The 24th January, 2023.

(Sd.). . .,

(JAGDEEP KAUR VIRK)

Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory Chandigarh.
UID No.PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 29th March, 2023

No. 13/1/9850-HII(2)-2023/4363.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 29/2022 dated 27.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT/GENERAL SECRETARY, GBA WORKERS UNION, PLOT NO. 133-135,,
INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Worker's Union)

AND

THE FACTORY MANAGER, M/S GROZ BECKERT ASIA PVT. LTD., PLOT NO. 133-135,
INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9850-HII(2)-2022/4789, dated 31.03.2022.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9850-HII(2)-2022/4789 Dated 31.03.2022 received from the Secretary Labour, Chandigarh Administration is being disposed off :—

"Whether the demand raised in the demand notice dated 20.08.2020 by The President and General Secretary, GBA Workers Union, Plot No.133-135, Industrial Area, Phase - I, Chandigarh AND The Factory Manager, M/s Groz Beckert Asia Pvt. Ltd., Plot No.133-135, Industrial Area, Phase - I, Chandigarh are genuine and justified. If so to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. The President and General Secretary, GBA Workers Union (*hereinafter called "workers' union"*) had served demand notice dated 20.08.2020 upon The Factory Manager, Groz Beckert Asia Pvt. Ltd. (*hereinafter called "management"*) under Section 2(k) of the Industrial Disputes Act, 1947 (*hereinafter called "ID Act"*). Upon notice, the workers' union appeared through its representative Shri Jeevaraj. Briefly stated the facts of demand notice are that the applicant is elected General Secretary of the workers' union registered under Trade Union Act and is competent to raise the industrial dispute vide the resolution dated 12.01.2020. The Auto Rumbling (work centre K03901) is a regular operation in needle manufacturing in Knitting Needle (KN) Plant of the company at Chandigarh. Total 9-10 workmen are working in the department / operation divided into three shifts of 8 hours each. The Productivity Linked Incentives System of the above operation in Group Performance System of the above operation is Group Performance System as per Tripartite Settlement dated January, 2015 arrived between management and the workers/ union. The Group Performance System is explained in Annexure - III of the said settlement. Based upon the original time and motion study and explanation as given in Annexure - III, the group performance of the department remains above 12 points. The performance point of 12 and above is result of hard work & striving of the workmen deputed on the operation. The workmen of the Rumbling Department shocked to see and find that the performance points for the month of October, 2019 were 9.70 and again for November, 2019 were 8.97. Such performance points are much below 12 performance points which the workmen achieved in past months with their hard work and striving. On investigation, the workmen found that there is no deficiency on their part but the management has unilaterally changed the standard timings which has resulted in change in service conditions of the workmen and has adversely affected them by reducing their wages. There is no change, addition, alteration or improvement of any nature in technology / manufacturing process, machinery or equipment, though the management has revised

the standard timing of the Auto Rumbling department. And to the utter disregard to the tripartite agreement, the revision has been made unilaterally, arbitrarily, in unfair & illegal manner and without conducting any time & motion study in the Auto Rumbling department. The workers' union representatives and effected workmen when asked the management about the unilateral change in standard timings, the management failed to give any satisfactory reply. Due to the above unilateral revision in standard timing of the Auto Rumbling Department, the service conditions of the workmen deployed there have been changed and adversely affected and the wages of the workmen are highly reduced. No statutory notice has been served upon the effected workmen by the management before bringing out the above changes in service condition causing adverse effect on the workmen. The management also failed to serve any notice to the workers' union despite there is registered and recognized workers' union. In the absence of non-compliance of statutory and mandatory provisions of the ID Act, the said revision in standard time of the Auto Rumbling Department is illegal and has no validity in the eyes of law and hence void *ab-initio*. The above action of the management has adversely affected the wages of the workmen and has caused great resentment among all the effected workers of the factory. Prayer is made that the standard timing of the Auto Rumbling Department may be restored to its original as existed before October, 2019 and calculation of incentives may be made with original standard time as existed before October, 2019 and the effected workmen may be paid the difference of Incentives caused due to revision of standard timings from October, 2019 till today.

3. On notice, the management appeared through its authorized representative Shri D. P. Sharma.

4. On 13.12.2022 Learned Representative for the workers' union pleaded no instructions and notice of the same was issued to the workers' union, which was served through its General Secretary.

5. Today i.e. on 27.01.2023 Shri Raj Kumar, General Secretary, G.B.A. Workers Union got recorded his statement, which reads as under :—

"Stated that I have been authorised by the Managing Committee of G.B.A. Workers Union vide resolution dated 22.01.2023 to withdraw the present reference No.29/2022. I have brought the original resolution register today and a copy of the resolution dated 22.01.2023 is Exhibit 'C1' (original seen and returned). In view of above mentioned resolution, the workers' union do not intend to pursue the present reference. It may be disposed off accordingly."

6. Heard. In view of the above statement of the General Secretary, G.B.A. Workers accompanied with Exhibit 'C1', the present industrial dispute reference is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

The 27th January, 2023.

(Sd.). . .,

(JAGDEEP KAUR VIRK)
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

CHANDIGARH ADMINISTRATION
LABOUR DEPARTMENT

Notification

The 10th April, 2023

No. 13/1/9532-HII(2)-2023/4795.—In exercise of the Powers conferred by sub-section (i) of Section 17 of the Industrial Disputes Act, 1947 (Central Act No. 14 of 1947) read with Government of India, Ministry of Labour & Employment's Notification No. S-11025/21/2003-IR (PL) dated 28.7.2004, the undersigned hereby publish the following award bearing reference No. 84/2018 dated 24.01.2023 delivered by the Presiding Officer, Industrial Tribunal-cum-Labour Court, UT Chandigarh between :

PRESIDENT AND GENERAL SECRETARY, GBA WORKERS UNION, PLOT NO. 133-135 & 177-A, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Worker's Union)

AND

THE MANAGING DIRECTOR, M/S GROZ BECKERT ASIA PVT. LTD., PLOT NO. 133-135 & 177-A, INDUSTRIAL AREA, PHASE-I, CHANDIGARH (Management)

referred to the said court by the Chandigarh Administration bearing Endorsement No. 13/1/9532-HII(2)-2018/12434, dated 13.08.2018.

AWARD

1. Below mentioned Reference bearing Endorsement No.13/1/9532-HII(2)-2018/12434 Dated 13.08.2018 received from the Secretary Labour, Chandigarh Administration is being disposed off :—

"Whether the demand raised in the demand notice served by The President and General Secretary, GBA Workers Union, R/o C/o Plot No.133-135 & 177-A, Industrial Area, Phase - I, Chandigarh AND The Managing Director, M/s Groz Beckert Asia Pvt. Ltd., Plot No.133-135, & 177-A, Industrial Area, Phase - I, Chandigarh are genuine and justified. If so to what effect and to what relief the Union/Workers are entitled to, if any ?"

2. The President and General Secretary, GBA Workers Union (*hereinafter called "workers' union"*) had served demand notice dated 16.08.2017 upon The Managing Director, Groz-Beckert Asia Pvt. Ltd. (*hereinafter called "management"*) under the Industrial Disputes Act, 1947 (*hereinafter called "ID Act"*). Upon notice, the workers' union appeared through its representative Shri Rupesh Kumar. Statement of claim was filed on 29.01.2019. Briefly stated the facts of statement of claim are that the workers' union gives statement of claim with respect to charter of demands dated 16.08.2017 as under :—

Demand No. 1 - Increase in Basic Pay

The Chandigarh Administration by way of notifications revises the minimum wages payable to the workers employed in the scheduled employments in the Union Territory Chandigarh. The minimum wages is revised on six months basis. The workers of the claimant are under employment item No.43 of the notification dated 25.11.2010. The half yearly cost living index number of Chandigarh center are issued by the Administration through Assistant Labour Commissioner. The average cost of living index number (quantified for 6 months as on 30.09.2018) comes to 1561. The previous cost of living index number was 1494 points of the quarter ending 30.03.2018. Therefore, the increase in living cost index number is 66 points and number point naturalize in minimum rate of wages per monthly rated employee under the Minimum Wage Act is 7. The minimum rate of wages for each category of employee was increased by ₹469/- P.M. on increase of 67 points. The demand of the workers is that minimum starting basic pay should not be less than the minimum wages declared by Chandigarh Administration from time to time and as further revised by it on six monthly basis. The above demand of the workers is strictly in accordance with the statute. The workers working in scheduled employment are

entitled to the minimum wages as fixed by the Chandigarh Administration. The pay/salary of the workers should be increased according to the length of service and performance of the employees. The basic pay should be increased as under :—

Category	Increase in Basic (INR)
I	8500/-
II	10000/-
III	11500/-
IV	12500/-
V	13000/-
VI	13500/-
VII	14000/-

Demand No. 2 - Annual increment

The company of the management came into existence in the year 1962 and is earning increased profits every year. This is possible only because of the hard and sincere work put in by the workers. If the company earns profits, they are also supposed to share with the workers in the shape of increased increments every year. The example is - company enters into an agreement with the workers for 3 years and same annual increment is given for all these 3 years. If the company in the agreement has given ₹ 80/- as increment, this will not be increased in the second year and third year. The increment gets stagnated at ₹ 80/-. If the annual increment is increased every year, this definitely gives a boost to the morale of the workers and workers would put in best of their efforts in achieving best production and best quality for the management. Resultantly, the workers demand that increased annual increment should be fixed for every year of 3 years of agreement with consultation with the union so that the management as well as its workers both are benefited. If workers would put in best of its efforts the management will get increased production every year.

Demand No. 3 - Designations / Categories of Workers

Presently the workers are working in the plant situated at Plot No.133-35 and 177-A, Industrial Area, Phase-I, Chandigarh in different categories respectively. The categories from Category-II to Category-VII should be in all the departments in the plants.

Demand No. 4 - Promotions

(a) (b) & (c) The company prepares merit list every year by taking the test of the workers. A worker who is at the top of the merit list, he should be promoted. This should be applicable in every department. If test is held again and the promoted person comes on the top, then the next merit person should also be promoted. A person who comes at the top of the merit should always get a boost by way of promotion because the said worker would give the best of his work and capability for the benefit of the company. Merit test is held every year. A person who comes in the merit list should be promoted and for the next selection/test, if the same person has come in merit, the next merit person should also be given boost by way of promotion.

Demand No. 5 - Dearness Allowance

The earlier settlement dated 16.01.2015 provides for Dearness Allowance in clause v. As per which neutralization for subsequent increase will be ₹4.75 per point Punjab Series 1966= 100 Patiala Center. Prices of the commodities are rising day in and day out. Prices have increased exorbitantly. The workers put in their labour / hard work for the benefit of the management and in turn the management earns profit. The company gets increased profits every year. The workers, therefore, have a right to get something out of the said earning given by them to the management. The demand of the workers is thus justified that they should be given ₹ 10 per point for subsequent increase - Punjab Series 1966 from 01.10.2017 (the date of agreement for a period of 3 years) last date of the agreement.

Demand No. 6 - House Rent Allowance (HRA)

The staff members and the workers both work for the benefit of the management. The duties of both of them are similar i.e. they have to work on machines etc. The workers therefore, should be paid the same HRA @ 40% of Basic + D.A. as paid to the staff members. Giving of different HRA to the staff members and the workers is absolutely without any basis. Employees of both the categories live in residential houses and pay House Rent etc. Further, no worker in the company would even want to take leave without pay. At any rate, a worker, who takes without pay leave, would always reside in the house which he has already taken on rent etc. The expenses of rent or otherwise of the residence have continuously to be paid/incurred by him, if the worker goes on without pay leave. Resultantly, HRA of the workers should not be reduced if they go on without pay leave. A worker takes leave without pay only on Emergent Necessity.

Demand No. 7 - Conveyance Allowance

The management has been giving a fixed Conveyance Allowance of ₹ 800/- P.M. for the last over 15 years. The Conveyance Allowance is given to facilitate a worker so as to reach the place of employment conveniently and to contribute the best of his job. Petrol and diesel prices, at the time when ₹ 800/- as Conveyance Allowance, was fixed were too meager. However, at present the petrol and diesel prices have increased enormously. A worker these days has to spend more money for the purchase of lubricants. In this view of the matter, the union demands that conveyance allowance should be fixed at ₹ 2000/- P.M. and it should not be reduced if a worker goes on without pay leave. No worker would want to go on without pay leave unless it is for emergent reasons.

Demand No. 8 - Education Allowance

The management is giving ₹100/- P.M. as Education Allowance for children for the last 20 years. This allowance of ₹100/- P.M. is not per child but it is for all the children in the family of a worker. The imparting of education to the children has gone very expensive these days. The children go to school in buses or some other conveyance mode. The fee of a child has also increased manifold. The study books have also gone too costly. Even if a worker goes on without pay leave, the education of a child does not stop. Expenses continue to be incurred even during the leave without pay of the worker. The demand therefore, is that the Education Allowance should be increased from ₹100/- to ₹ 300/- P.M. per child and this Education Allowance should not be reduced if a worker goes on without pay leave.

Demand No. 9 - Leave Travel Assistance (LTA)

The staff members such as J.E., Supervisor, Chargeman etc. in the company are performing similar work as is being performed by the workers. The staff members are given LTA at the rate one month's basic pay per year. The basic pay of the staff members is much more higher, within the limit of which, the staff members are able to avail leave travel concession without spending money from their pocket. As against this, the basic pay of the workers is too less and if a worker is given basic pay only as LTA, he is not in a position to avail LTA without spending money from his own pocket. The demand of the workers is thus fully justified that they should be paid one month's gross salary every year as LTA.

Demand No. 10 - Shift Allowance

The workers have to attend the company in different shifts which are as under :—

- (i) 6.00 A.M. to 2.00 P.M. - 'A' Shift
- (ii) 2.00 P.M. to 10.00 P.M. - 'B' Shift
- (iii) 10.00 P.M. to 6.00 A.M. - 'C' Shift

The duties of the workers are also rotated under these shifts. Presently, a worker is given Shift Allowance of ₹ 312/- P.M. This Shift Allowance of ₹ 312/- is too meager as compared to the high prices prevailing in the area. A worker has to attend the duties on odd hours. A worker who is to attend 'A' Shift, say in winter, would get up at 4.00 A.M., prepare himself and get ready for going to the job. He will take breakfast and would go to the place of work shivering and squeezing say in intense winter season. Even the prices of the lubricants have increased enormously. In this view of the matter, the Shift Allowance should be increased to ₹ 500/- P.M.

Demand No. 11 - Night Shift Allowance

Nigh Shift i.e. 'C' Shift is from 10.00 P.M. to 6.00 P.M. in winter and summer. The duty hours are odd hours. The workers leave their children sleeping and go out for the work. They sacrifice their night sleep. The present Night Shift Allowance is ₹62/- per night. The demand of the workers is that they should be given ₹100/- as Shift Allowance per night along with a glass of milk at least in winter.

Demand No. 12 - Attendance Bonus

Presently, the management gives ₹125/- P.M. as Attendance Bonus. If a worker is on 'C' Shift in a particular month, his attendance bonus of ₹125/- is forfeited. In the company a worker has got to complete the task of production and he has also got to give standard quality. If a worker does not take leave without pay and attends the work on all working days of a month, will get the Attendance Bonus of ₹125/- for the month. The prices of commodities these days have increased enormously. The demand of the workers is that Attendance Bonus should not be less than ₹300/- P.M.

Demand No. 13 - Medical Benefits

(a) **Medical Allowance**—Presently, as per last settlement dated 16.01.2015, a worker is being given ₹1170/- P.M. as Medical Allowance. This amount is too meager. The prices of medical treatment these days have gone very expensive. Doctors have started charging exorbitantly from the patients. Medicines are very costly. There are at least 7-8 members, the amount of ₹1170/- P.M. as Medical Allowance is really too meager to meet the expenses. The demand of the union is that a worker should be given ₹1500/- P.M. as Medical Allowance.

(b) **Medical Facilities**—Presently, as per settlement dated 16.01.2015, the medical facilities to the workers are being given. The demand of the workers is that for minor/major diseases in which a worker or his family members get hospitalization and get treatment should be borne on 100% basis. The treatment of the workers' spouse, children etc. if a worker happens to be out of station and in case of emergency they get admitted into a hospital (24 hours in hospital) should be given 100% reimbursement for such treatment. If a person happens to be at a station where Government Hospital is not there and he gets treatment from the nearest private hospital, 100% expenses for the same be borne by the management.

In respect of Cancer and T.B., sometime a patient is not hospitalised and he takes his treatment at home but he/she attends the hospital for prescription etc. as an outdoor patient. In such cases, the management should bear 100% expenses for treatment of Cancer and T.B.

For Long Sickness & Accident Benefit—In case a worker is not covered under the above diseases and a worker suffers from a long sickness of more than three weeks or for accident, the company should pay at least 50% of the gross wages of a month so that he is able to sustain himself.

Doctors Availability—There are three shifts in the company. The doctor comes in the morning at 9.15 A.M. and remains there for about 15 minutes. About 1100 employees (workers and Staff Members etc.) are working in the company. The demand of the workers is that the company should make arrangement so that a doctor is available two times a day one hour in the morning and one hour in the evening.

Demand No. 14 - Performance and Quality Incentive

(1) **Performance Incentive**—Earlier settlement was reached on 16.01.2015 between the parties for a period of 3 years from 01.10.2014 to 31.09.2017. Performance incentive has been mentioned in Clause 23 of the settlement. Performance Incentive, in the settlement, has been fixed on the basis of performance given by a worker.

Sr. No.	Group	Performance	Incentive
1.	I	6.5 = 65% Performance	₹ 1,105/-
2.	I	7.0 = 70% Performance	₹ 1,260/-
3.	I	7.5 = 75% Performance	₹ 1,415/-
4.	I	8.0 = 80% Performance	₹ 3,200/-

5.	I	8.5 = 85% Performance	₹ 3,467/-
6.	I	9.0 = 90% Performance	₹ 3,652/-
7.	I	9.5 = 95% Performance	₹ 3,837/-
8.	I	10.0 = 100% Performance	₹ 4,022/-
9.	I	11.0 = 110% Performance	₹ 4,402/-
10.	I	xxx	xxx
11.	I	xxx	xxx
12.	I	13.5 = 135% Performance	₹ 5,367/-
13.	I	14.0 = 140% Performance	₹ 5,562/-

The above performance incentive is for Category I. Similar Performance Incentives for Category II to VII have been shown in the table. The main reason for less performance say of 65% by a worker is that less work is provided by the company. Similarly the high performance say of 140% by a worker is only because work is provided completely. The demand of the claimant union is that complete work is provided to a worker so that he does not remain idle and he earns incentive for performance as per his capacity by giving maximum performance. Similarly, if the management does not provide work for few days or a month, then his performance is bound to decrease. In such a situation, the management should be bound down to give incentive on the basis of the previous performance.

(2) **Quality Factor / Wastage Factor**—As per the last settlement dated 16.01.2015 between the parties for a period of 3 years from 01.10.2014 to 31.09.2017, for Category - I if wastage in KN is up to 7.00% and in SMN is up to 6.00%, then incentive for a work is ₹ 200/-. Similarly, if wastage is up to 4.5% in KN and 3.00% in SMN for Category - I, then incentive is ₹ 300/-. Similarly, the incentive is further increased on the basis of decrease in wastage level for all Categories from I to VII. The workers are appointed by the same company. The qualifications of the workers whether posted in KN or SMN is same. The performance incentive given to the workers whether posted in KM or SMN is same. Therefore, the demand of the workers is that wastage level for workers posted in SMN should be same which is of workers posted in KN. For example if the worker posted in KN is allowed the wastage level up to 7.00% so on and so forth, then same wastage level should be provided for SMN also.

Demand No.15 - Employees Provident Fund & EPS and RDLI

(a) **EPF amount is deducted on Basic Pay + D.A. + Q.I. (Quality Incentive) + P.I. (Production Incentive)**—The demand of the workers union is that EPF amount deductions should also include cash value of any food concession + Leave Encashment as per the earlier practice. This demand is in view of the employees Provident Fund & Miscellaneous Provisions Act, 1952 and Employees Pension Scheme of 1995.

(b) **EDLI (Employees Deposit Linked Insurance Act, 1976)**—The provisions for the above scheme are contained in 1976 Act. The demand of the claimant union is that coverage under the above insurance be increased from ₹ 6.00 lacs to ₹ 10.00 lacs.

(c) **Group Insurance Policy**—Group Insurance is made by the company with a very nominal amount which is for ₹ 1.00 lacs only and on account of death of an employee while in service. The demand of the workers union is that this Insurance amount should be increased to ₹ 2.50 lacs. The family of a worker would get this amount of insurance.

Demand No. 16 - Payment of Bonus and Gratuity

(a) Bonus should be paid to the workers of the company as per the provisions of the Bonus Act, as per existing practice. Ex-Gratia payment should also continue as per existing practice.

(b) Gratuity amount should be paid on the basis of Basic Pay + D.A. + Q.I. (Quality incentive) + P.I. (Production Incentive).

Demand No. 17 - Social benefits

(a) **Group Savings linked Insurance Scheme**—Manufacturing concern/company got their employees insured under GSLIS. The coverage is on death while in service only. The insured amount is paid on retirement when the saving part contributed by the employee is paid to him. In this scheme insurance part is given by the management and saving part by the employees/workers. Presently, the staff members are insured for ₹ 5.0 lacs and workers for ₹ 2.5 lacs. The nature of duty of the two (staff and workmen) are similar. There should be no discrimination and thus the demand of the union is that workers should also be covered for a sum of ₹ 5.0 lacs from the date of joining.

(b) Group Personal Accident Insurance Scheme

- (i) At present, as per the settlement dated 16.01.2015, the insurance covered for a worker is ₹ 7.5 lacs. However, in respect of the staff members, the insurance coverage is up to ₹ 50.0 lacs. The demand is that there should be no difference. However, the workers should be covered for ₹ 12.0 lacs for personal accident.
- (ii) & (iii) The demand of the workers in (i) above is that insurance coverage should be ₹ 12.0 lacs. As per the above coverage, the workers should be paid weekly wages and expenses on medicines proportionately by the management.

It has already been mentioned in (i) above, that staff members coverage is up to ₹50.0 lacs.

(c) **Service Award**—As per the present settlement dated 16.01.2015, the workers are given basic pay of one month after 25 years of service and then on retirement when service period is 30 to 40 years, they are given one gross wage. However, in the case of staff members, the service award of one month salary is given after 10 years of service. The demand of the workers is that they should be awarded :—

- | | | | |
|-------|--------------------------|---|--------------------------|
| (i) | For the 15 years service | = | One month Gross wages |
| (ii) | For 25 years service | = | Two months Gross wages |
| (iii) | On retirement | = | Three months Gross wages |

(d) Employment on compassionate grounds

- (a) The present settlement dated 16.01.2015 provides that on death of a worker, the company will give employment to one child as per the requirements of the company. This gives vast discretion to the management to give or not to give compassionate appointment. However, in the case of death one compassionate appointment needs to be made compulsory. Accordingly, the demand of the workers is that on death his wife or dependent children be given employment in the company with immediate effect.
- (b) The company usually keeps a dependent child as a learner. He does not become an employee of the company therefore, the dependent child should be kept as probationer who becomes a worker of the company. The service of a learner can be dispensed with any time on just a verbal notice.
- (c) The company used to pay two months gross wages to the family of the deceased. The demand is that this practice should be made a continuing one.
- (d) A worker puts in his heart and soul by working hard for the company. If a worker dies during service, the management should pay funeral expenses and also expenses for carrying the dead body to his native place.
- (e) Two office bearers of the union should be allowed to attend the funeral at the native place of the deceased and they should be treated on duty.

(e) **Employment for Ward of Workers** - It is already in settlement dated 16.01.2015 that a ward of a worker shall be given employment during the service of the worker when the recruitment age of the ward of worker is 18 to 24 years. The workers' union do not want any change. It should be continued.

Canteen Facility—The management gives tea to the staff members free of cost and for diet and snacks the management pay 75% and the staff members 25%. However, for the workers the management pay 75% and 25% is charged from the workers. The demand is that the same policy as those to the staff members be followed. The management should give tea free of cost to the workers and diet and snacks with the same practice of 75% and 25%.

Leave & Holiday—Presently the workers are being given 15 days earned leave per year and staff members are given 25 days earned leave per year. In case of short leave, the staff members are being given short leaves but workers are being denied. The demand of the workers is that they should be given 25 days earned leaves per year and two hours short leaves twice a month like those of the staff members.

Demand No. 20 - Uniform

(I) The company, as per earlier settlement dated 16.01.2015 gives two pairs of Terri Cotton Uniforms/Coats. It also gives one pair of working/safety shoes every year. Washing allowance is also given weekly basis. The uniforms of the workers are washed on weekly basis by a Dhobi recruited by it. The demand of the union is that the above practice may continue as such.

(II) **Woolen Jersey**—As per previous settlement dated 16.01.2015, the company is giving ₹1200/- per worker for woolen jersey. The company has increased the amount of ₹1200/- to ₹1400/- one sidedly and without any settlement with the workers. It is submitted that the prices of the woolen clothes have increased manifold. ₹1200/- or for that matter ₹1400/- per year do not fetch a woolen jersey. The amount is too meager. The demand of the claimant union is that it should be increased to ₹1800/- P.M.

(III) **Footwear**—As per the previous settlement dated 16.01.2015, the company gives an amount of ₹1140/- per year per worker. The company has now increased one sidedly this amount of ₹1140/- to ₹1370/- and has given an increase of ₹230/- per year per worker.

The demand of the claimant union is that the prices of every item in the market has increased manifold. A shoes pair / footwear used to be cheaper 3 years back than the price which now has to be paid. The price has increased manifold and therefore, the demand of the workers is that a worker should be paid ₹ 2000/- per year.

Demand No. 21 - Loans

(I) **Wheat Loan**—Presently, as per settlement dated 16.01.2015, wheat loan of 5 bags of wheat is given to a worker. 25% subsidy is also given by the management and 75% amount is deducted from the workers. The demand of the workers is that the subsidy should be increased to 50% because of high prices of commodities.

(II) **Personal Loan**—The demand of the workers is that the company should give personal loan of ₹1.5 lacs to worker and returnable in 3 years. The Senior Management employees are given personal loan of ₹ 85.00 lacs returnable in 3 years. Similarly other staff is given a bit less than ₹ 85.00 lacs returnable in 3 years. The same analogy should be applied in the case of the workers for the above loan of ₹ 1.5 lacs.

(III) **Marriage Ex-Gratia**—The staff is given one month's gross wages for self marriage and for marriage of a child. The demand of the claimant union is that in the same manner the Marriage Ex- gratia to the workers should be given as one month's gross wages for self marriage and marriage of each child.

Demand No. 22 - Diwali Gift

The company as per practice is giving one box of sweets and one pack of dry fruit (almonds). The demand of the union is that company should give a good quality gift also along with the above.

Demand No. 23 - Age of Superannuation

The demand of the workers union is that superannuation age should be increased from 58 years to 60 years in view of longevity of life. The workers' union respectfully submits thus :—

(I) **Retirement age of 60 years Retirement age of 60 years mandated by the statute**—Earlier settlement dated 16.01.2015 had already been terminated by the management vide its letter dated 30.06.2017. The earlier settlement is therefore, not in operation. So far as the Standing Orders of the company are concerned, they do not contain any provision on the age of retirement. There is also no agreement between the employer and the workman regarding the age of retirement. There is no award in this respect regarding the age of retirement.

As per Rule 3 of Industrial Employment (Standing Orders) Central Rules, 1946 it mandates that the retirement age shall be 60 years. For an example sake, it is submitted that in case of staff, the retirement age goes up to 65/62/60 years such as in the case of Mr. K. K. Mallick, M.S. Dhaliwal, Pius Palathingal, Shashi Kanwal, Sat Pal Sharma, N. K. Paul, D. S. Chaudhary, R.C. Pandey, Daljit Singh Baidhwan, Salam Singh and many more. Besides, in case of workers and sub staff and contractual employees, the retirement age has also gone up to 72 years such as in the case of Mrs. Pushpa, Krishna Rani, Shakuntla Devi, Ram Dass, P.C. Sharma, Mohinder Singh, Onkar Chand Sharma, Jodha Singh, Jarnail Singh, Shiv Lal Thapa and many more.

(II) About 53 years back it was decided by the Hon'ble Supreme Court in case titled *British Paints (India) Ltd. Vs. its Workers*, AIR 1966 SC 732 that health conditions have improved and longevity in life has also increased and fixed the retirement age at 60 years. Now after 53 years of period, the health conditions and longevity of life has further increased. The present average age of longevity is 70 years. The demand of the claimant union is thus fully justified that retirement age should be fixed at 60.

Demand No. 24—Cloak Room, Guest Room & Union Office

The workers' union is recognised and registered union since 1966. The management should provide a Cloak Room, Guest Room and Union Office in Plot No.133-135 and Plot No.177-A of the company with reasonable space and other facilities should also be made available for the benefits of the workers.

Prayer is made that the demands of the workers' union be accepted.

3. On notice, the management appeared through its authorized representative and contested the claim of the workman by filing written statement on 05.03.2021 making preliminary submissions that the management-company have two manufacturing facilities in Chandigarh situated at Plot 133-135 and 177 A, Industrial Area Phase I Chandigarh. The present headcount of GBA is around 920 employees including 515 unionized workmen. The workers of GBA in the aforesaid two (2) manufacturing facilities are represented by a registered trade union under the name of 'GBA Workers union'. It has been a customary practice at GBA to execute long term settlements for welfare of its workers as well as for carrying out manufacturing operations in an efficient and effective manner. These settlements were executed between the workers' union and the management of the Company. The last settlement was executed on January 16, 2015 between the management and workers union. The said settlement was to remain in effect from October 01, 2014 to September 30, 2017 or thereafter, unless two months' notice in writing is served by either party to terminate the settlement under Section 19(2) of the ID Act. Even before the expiry of the aforesaid settlement; the members of the workers' union approached the management and raised fresh demands for the next settlement. In this regard, the workers' union served a charter of demands dated August 16, 2017 to the management. In reply to the said charter of demands, the management also served a charter of expectations dated August 26, 2017 to the workers' union. Thereafter, a number of meetings and discussions were held between the parties, however, due to lack of consensus and an adamant approach adopted by the members of the workers' union, a fresh settlement for the year 2017 to 2020 could not be finalized. Although the management was not under any statutory or contractual obligation yet as a gesture of goodwill and considering the welfare of its workers at large, the company unilaterally decided to pay increments in wages and allowance to its workers following the last settlement dated January 16, 2015. In the month of September 2018, the management had given increments in wages and allowances to the workers based on the pattern agreed under the settlement dated January 16, 2015. Seventy-five percent (75%) of the increased package had been paid to the employees with retrospective effect (i.e. from October 01, 2017). Later in the month of January 2020, the remaining 25% of the package (variable part) was also given to the workers with retrospective effect i.e. from October 01, 2017 but to the utter shock and disbelief of the management, instead of showing their co-operation to the management of the company, for some inexplicable reasons, the workers' union decided to contest the aforesaid action and take up the matter before the learned Conciliation Officer, Union Territory, Chandigarh for conciliation. Even during the said conciliation proceedings, the workers' union remained obstinate and adamant to their unjustified and unreasonable demands and as a result of the same, the conciliation failed. Resultantly, the present matter was referred for adjudication to the Court. The management of the company has always worked in the best interest of its workforce and has never denied any legitimated demands of the workers union in the past. The business of the company has been severely impacted due to Covid-19. Despite

these financial hardships, even in these extraordinary times, the management has made all efforts to ensure that the employees are paid their salary on time and in a regular manner even during the period of lockdown. In fact, in the month of December 2019 and January 2020, the management had made additional efforts to settle the demands of the workers' union. However, due to the continued adamant stance by members of the workers' union, no amicable settlement could be reached between the parties. The present charter of demands is nothing but it is an attempt by the workers' union to harass and create undue pressure on the management as workers' union / workers are well aware of the crisis faced by the company due to nationwide lockdown and the impact on the business of the company due to the pandemic. The present charter of demands is nothing but an attempt by the workers' union to drag the Respondent Management into unjustified and uncalled litigation. The present charter of demands, if needs to be adjudicated at all, then the charter of expectations of management and the present charter of demands of the union are to be adjudicated simultaneously.

4. Further the preliminary objections are raised on the grounds that the workers' union has submitted a statement of claim on 29.01.2019 for its adjudication by the Court, wherein the workers' union has enlarged the scope of each and every demand by making certain pleadings first time in the Statement of Claim and also compared the workers with the staff thereby making entirely a new case, which is beyond the pleadings in the charter of demands dated 16.08.2017 served by the workers' union in pursuant to which the present reference has been made by the U.T. Administration to the Court for adjudication. As per the settled position of law, once a reference is made to the Tribunal, the parties cannot be permitted to make out a new case than the one which was raised by it and for which the Appropriate Government was persuaded to refer for adjudication. An industrial adjudicator dealing with a reference made to it has no general or inherent jurisdiction to cover all matters which a party might raise before it for the first time and its jurisdiction is limited only to the dispute referred to it. Section 10(4) of ID Act permits the Tribunal to decide only disputes or points of dispute refer to it and matters incidental thereto. The jurisdiction of the Tribunal being limited to the matters referred to it by the Government, it would have no right to travel outside the terms reference. In adjudicating upon an industrial dispute, the Tribunal must look at the order of reference itself as it is only the subject matter of reference with which the Tribunal can deal with it. The functions of a Tribunal are quasi-judicial but it is not a Civil Court. It does not have the inherent power to decide any of the disputes raised by the parties in their pleadings beyond reference. Its jurisdiction is limited and restricted only to the issues referred to it by the Appropriate Government by an order of reference. The workers' union in its statement of claim has enlarged the scope of adjudication of each and every demand and entirely made a new case which the workers' union neither pleaded in the charter demands dated 16.08.2017 nor has the Appropriate Government referred it for adjudication to the Court. The statement of claim filed by the workers' union, therefore, is not maintainable and, as such, the statement of claim of the workers' union and present reference is liable to be dismissed on this ground itself. The Charter of Demands in question is bad in the eyes of Law as it has not been properly espoused. Therefore, the present charter of demands / statement of claim deserve to be dismissed on this score too. The workers' union has not approached the Court with clean hands as it has intentionally concealed a material fact pertaining to the charter of expectations given by the management in response to the charter of demands of the workers' union. In case the present charter of demands is found to be adjudicated at all, then the charter of expectations of management and the present charter of demands of the workers' union are to be adjudicated simultaneously in the interest of justice and equity.

5. On merits, it is stated that :—

DEMAND NO. 1 - INCREASE IN BASIC PAY

This demand is absolutely vague and is contrary to the provisions of the Minimum Wages Act, 1948. All the eligible workers are paid the minimum rates of wages as notified by the from time to time. The benefit of dearness allowance is given to each and every worker on quarterly basis irrespective of the fact whether his basic plus dearness allowance is higher than the rate of minimum wages or not. No specific name of a worker has been pointed out whose basic pay + dearness allowance has been less than the minimum rates of wages. The management has already increased the basic pay of all the workers in September, 2018 retro-respectively from October 01, 2017 following the pattern of last settlement dated January, 01, 2015. Arrears on this account had already been paid to all workers. The increase given in each category of workers is ₹1850/- in Category No.1; ₹ 2275/- in Category No.2; ₹ 2700/- in Category No.3; ₹3085/- in Category No.4; ₹3240/- in Category

No. 5; ₹ 3725/- in Category No. 6 and ₹ 3775/- in Category No.7. Therefore, there is no further need or requirement under the Minimum Wages Act or otherwise to increase the basic pay. This demand is vague, illogical, contrary to the provisions of the Minimum Wages Act & unjustified and, therefore, the same is liable to be dismissed.

DEMAND NO. 2 - ANNUAL INCREMENT

This demand is unjustified and cannot be accepted. The increment of a worker has been governed as per the settlement executed between the management and the workers' union. The workers are granted annual increment as per the last settlement dated 16.01.2015 provided the worker achieves minimum efficiency level i.e. 8.00 pp. Therefore, the demand that the rate of annual increment is increased every year is not only beyond the scope of the settlement dated 16.01.2015 but also unjustified because in addition to the annual increment, the workers are also getting increase on account of revision in dearness allowance under the Minimum Wages Act on quarterly basis. Even otherwise, asking for grant of additional increment on the basis of length of service is illegal and unjustified. Therefore, this demand deserves to be dismissed.

DEMAND NO. 3 - DESIGNATIONS / CATEGORIES OF THE WORKERS

This demand is again unjustified and without any substance or merit and, hence, the same cannot be accepted. The workers in the factory of the management are imparted training to sharpen their skill to do all kind of work. The Designations/Categories are decided on the basis of skill and efficiency of an individual worker and other parameters like discipline and absenteeism etc. It is the prerogative of the management to upgrade a worker keeping in view his overall performance of an individual worker. The workers' union has no role to play in the decision making process of the management. Hence, this demand is liable to be dismissed.

DEMAND NO. 4 - PROMOTIONS

The promotion to a worker is granted on the principle of merit-cum-seniority. Before granting a promotion to a worker the factors like his performance, discipline, attendance, punctuality, overall conduct with his co-workers and seniors are taken into consideration. Non-performers, even if they are top on the seniority, cannot be considered for promotion. The demand is baseless, illegal, unjustified and the same if accepted would set a bad precedent and will also demoralize the performers. Hence, this demand is liable to be dismissed.

DEMAND NO. 5 - DEARNESS ALLOWANCE

This demand is just for the sake of a demand. The workers are getting the increase in Dearness Allowance at the rate of ₹ 4.75 per point as per the last settlement executed with the workers' union. In the present scenario the existing rate of Dearness allowance i.e. ₹ 4.75 per point is already on the higher side. Therefore, the demand of ₹ 10.00 per point is not only unjustified but also against the spirit of the settlement dated 16.01.2015. There is a specific mention in the settlement that in case, the cost of price index is reduced, there would be no negative impact on the amount of Dearness Allowance. Hence, existing rate of Dearness Allowance is justified and does not warrant any change. Thus, this demand is liable to be dismissed.

DEMAND NO. 6 - HOUSE RENT ALLOWANCE

In this demand, a demand has been made that even if the worker remains absent on leave without pay, he should be paid the amount of HRA for that period of leave without pay. This demand is not only illegal but without any sense or logic and hence, the same cannot be entertained or accepted. The management has already increased the House Rent Allowance of all workers in September, 2018 on the pattern of settlement dated 16.01.2015 (valid up to 30.09.2017). This increase was given retrospectively from October, 2017. Arrears had also been paid to all the workers. The comparison with the staff category is uncalled for as the wages and other terms and conditions of the workers are governed in accordance with the settlements executed between the workers' union and the management from time to time and the Certified Standing Orders of the Company. The salary administration of staff category is not governed by any settlement. So, any comparison with the staff is unjustified and illogical. Therefore, this demand needs to be dismissed.

DEMAND NO. 7 - CONVEYANCE ALLOWANCE

This demand is also covered in the settlement dated 16.01.2015. Therefore, the demand of ₹ 2,000.00 per month as Conveyance Allowance is illegal and the same is beyond the scope of adjudication. All the workers are getting ₹ 800/- per month as conveyance allowance. They are not required to do any field duty. The present rate of conveyance allowance is reasonable and justified. Moreover, it is as per the last settlement executed with the workers' union. The workers' union has failed to explain as to how the figure of ₹ 2,000.00 per month has been determined. Thus, this demand needs to be rejected.

DEMAND NO. 8 - EDUCATION ALLOWANCE

The settlements executed with the workers' union were a 'package deal' on the basis of the discussions held between the management and the workers' union. The present rate of Education Allowance i.e. ₹ 100/- per month which needs no change because the total sum paid or payable on basis of a settlement is already on the very higher side. Since this allowance too is a part of the last settlement, the contention of workers' union that this allowance be paid for the whole month even if a worker remain absent without pay is illegal, baseless and unjustified. Therefore, this demand needs to be dismissed.

DEMAND NO. 9 - LEAVE TRAVEL ASSISTANCE (LTA)

This demand is also part of the settlements from time to time executed between the workers' union and the management. Since, the salary / allowances of staff members are not covered by the settlement, their comparison with the workers is uncalled for. The demand that the workers should be paid one month gross salary every year as LTA is unjustified especially when this demand has already been covered by the last settlement dated 16.01.2015. Even otherwise any further financial burden cannot be accepted in view of the current scenario of business. Hence, this demand needs to be rejected.

DEMAND NO. 10 - SHIFT ALLOWANCE

The management has already increased the Shift Allowance by ₹ 57/- per month with effect from October, 2017 following the pattern of last settlement dated 16.01.2015. The current rate of Shift Allowance is ₹ 369/- per month. Therefore, further increase, as demanded, is unjustified and the same needs to be rejected.

DEMAND NO. 11 - NIGHT SHIFT ALLOWANCE

The management has also increased the rate of Night Shift Allowance by ₹ 12/- per night with effect from October, 2017 following the pattern of last settlement dated 16.01.2015. The current rate of Night Shift Allowance is ₹ 74/- per night. Since, the workers are getting wages as a 'package deal' under the settlement from time to time, further increase in the night shift allowance is illegal and unjustified. Hence, this demand needs to be rejected.

DEMAND NO. 12 - ATTENDANCE BONUS

This demand is unjustified. The present rate of Attendance Bonus is ₹ 125/- per month is genuine and justified. The demand of ₹ 300/- per month as Attendance Bonus is unjustified and cannot be accepted. Since, the workers are getting wages as a 'package deal' under the settlement from time to time, the demand to increase Attendance Bonus is illegal and unjustified.

DEMAND NO. 13 - MEDICAL BENEFITS

Item No.11 of the settlement dated 16.01.2015 takes care of Medical Allowance, whereby it was settled that the workers who have crossed the limit of the coverage under ESI (₹ 15,000/- per month -current rate is ₹ 21,000/- per month) shall be paid Medical Allowance at the rate of ₹ 1170/- per month. This settlement was valid from 01.10.2014 to 30.09.2017. Thereafter, due to the adamant attitude of workers' union no further settlement could take place. Though, the management was under no obligation to grant any benefit to the workers till the final adjudication of the present reference but as a model employer, the management had revised the wages / allowances etc. of the workers following the pattern of settlement dated 16.01.2015, retrospectively with effect from 01.10.2017 vide notice dated 20.09.2018 and 02.01.2020. The arrears of difference of wages / allowance were also paid to the workers from 01.10.2017. In view of this, the Medical

Allowance has already been increased by ₹ 220/- per month. The current rate is ₹1390/- per month. The present rate of Medical Allowance is very much reasonable and justified. In addition to the Medical Allowance of ₹ 1390.00 per month, the company has the medical facility of reimbursement i.e. for minor disease ₹ 50,000/- and for major disease ₹ 1.00 lac or 50% of the actual amount of Medical Bill, whichever is lower. Hence, the demand of ₹ 1500/- per month as medical allowance is unreasonable and unjustified. As regards the availability of a Doctor is concerned, Doctor is available four times a week and in case of any emergency, employees / workers are taken to a hospital by a company's vehicle as quickly as possible. Therefore, the demand of Medical Facility, Long Sickness/ Accident Benefit and Doctor's availability are unreasonable and unjustified and, thus, the same needs to be dismissed.

DEMAND NO. 14 - INCENTIVE

The workers' union has demanded that complete work is provided to a worker so that he does not remain idle and earn incentive. In this regard, it is submitted that market fluctuation is not under the control of management. Therefore, the management is unable to make any promise to provide the work to a worker to his fullest capacity. Further, it is submitted that the performance level expected from a worker is at 08.00 pp. The objective of performance system is to encourage higher productivity level. As regards Quality Factor / Wastage Factor is concerned, the objective of this system is to reduce the wastage level in the plants of the management. The parameters of wastage in Knitting needle (KN) and Sewing Machine needle (SMN) processes are different and cannot be compared with each other. Therefore, the demand of the GBA Union that the wastage level should be same per KN and SMN processes is unjustified and cannot be accepted. Even otherwise, increasing the level of wastage would defeat the whole purpose of Quality Factor.

DEMAND NO. 15 - EMPLOYEES PROVIDENT FUND; EPS AND EDLI

The EPF, EPS and EDLI of the workers is being regulated in accordance with the relevant provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952; the Employees' Pension Scheme, 1995 and the Employees' Deposit Linked Insurance Scheme, 1976, respectively. These Acts are self contained enactments. The management has been making proper compliance to these Acts and the Schemes. The workers' union has failed to point out any discrepancy under any of the Acts or the Schemes. As regards Group Insurance is concerned, it is submitted that each worker besides the 'package deal' under the settlements; has been insured for a sum of ₹ 1.00 lac in case of death of a worker while in service, in addition to reimbursement of ₹ 50,000/- for minor disease and ₹1.00 lac for major disease or 50% of the actual amount of medical bill whichever is lower. Therefore, the demand of the workers' union to increase the insurance amount to ₹ 2.5 lac is unjustified.

DEMAND NO. 16 - PAYMENT OF BONUS AND GRATUITY

This demand relates to the Payment of Bonus Act, 1965 and the Payment of Gratuity Act, 1972. The management has been paying the bonus and gratuity in accordance with the provisions of these Acts. None of the workers is entitled to the payment of ex-gratia as the workers under the Payment of Bonus Act are entitled to bonus only. None of Labour Laws provide for a provision of payment of ex-gratia. The demand of the workers' union that the gratuity should be paid on basic pay + Dearness Allowance + Quality Incentive + Production Incentive is illegal being contrary to the provisions of the Payment of Gratuity Act, 1972. Therefore, the entire demand needs to be rejected.

DEMAND NO. 17 - SOCIAL BENEFITS

Under this demand the workers' union has compared the staff members with the workers, which is not correct as the service conditions including wages / allowance are governed by the settlements between the workers' union and management and the Certified Standing Orders of the company. Therefore, the demands made under Group Saving Linked Insurance Scheme (GSLIS), Group Personal Accident Insurance Scheme on the basis of the comparison with staff members is without any substance or merit. This demand being unjustified needs to be rejected. As regards Service Award is concerned, the management has a scheme of granting one basic pay to a worker on his completing 25 years service and one gross pay on completing 40 years service or on pro-rata basis. Besides this, if a worker dies while in service, the company employs one eligible son / daughter of the deceased worker initially as a trainee as per Company's Recruitment Policy. The demand of

the workers' union under the Service Award and employment on compassionate ground is baseless, without any substance or merit, unjustified and, thus, the same needs to be rejected.

DEMAND NO. 18 - CANTEEN FACILITY

The workers' union is availing the facility of canteen subsidy as per the last settlement dated 16.01.2015 which was valid up to 30.09.2017. This facility has been extended to the workers following the pattern of said settlement till date. The current rate of DIET (Thali Kahana) and two (2) cups of TEA and two (2) SNACKS and the subsidy is shared in the ratio of 75% by the Company and 25% by the workers. Since this demand is part of the settlement, the comparison with the staff members is senseless. The demand being meritless and unjustified needs to be rejected.

DEMAND NO. 19 - LEAVE AND HOLIDAYS

The workers' union upon comparison with the staff member has demanded that they should be given 25 days earned leaves per year and 2 hours short leave twice a month like the staff members. The earned leave has to be governed as per Section 79 of the Factories Act, 1948. The workers have been getting earned leave exactly as per this Act. This demand is contrary to the provision of this Act. Even otherwise, increase in number of leaves would impact the production adversely. It may be mentioned that in addition to the earned leave of 15 days per calendar year, the workers are getting 08 Casual Leaves, 08 Sick Leave and 10 days Holidays on account of National and Festival Holidays. Earned Leave, Casual Leave, Sick Leave, National and Festival Holidays are also part of the last settlement dated 16.01.2015. Therefore, this demand is liable to be dismissed.

DEMAND NO. 20 - UNIFORM

As per settlement dated 16.01.2015 which was valid up to 30.09.2017, the workers are provided two pairs of Terri-cotton Uniforms for a period of one year. The uniform consists of shirt and trouser duly stitched. The uniforms are got washed from a washer-man on the cost of the management. The workers are to wear the clean uniforms while on duty. A worker without proper uniform is not allowed to work and he is also liable for disciplinary action. Female workers are also provided two Terri-Cotton Coats for a period of one year subject to the above conditions. In addition to the uniform, one pairs of the Safety Shoes per year per worker is also given. Therefore, there is no logic for demanding a shoe allowance and as such, the demand for shoe allowance needs to be rejected. The management has already increased the Footwear Allowance by ₹ 192/- per year with effect from 01.10.2017 following the previous settlement dated 16.01.2015, which ended on 30.09.2017. The current rate of Footwear Allowance is ₹1332/- per year per worker. Similarly, the management has also increased the Woolen Jersey by ₹132/- per person w.e.f. 01.10.2017 following the previous settlement dated 16.01.2015. Therefore, any further increase on account of Uniform, Woolen Jersey and Footwear is unreasonable and unjustified and, hence, this demand needs to be dismissed.

DEMAND NO. 21 - LOAN

The workers' union has demanded Wheat Loan, Personal Loan and Marriage ex-gratia. This demand cannot be accepted. All kinds of loan are kept on hold except the marriage loan. Moreover, the loan facility is the discretion of the management depending upon various circumstances of a particular worker and the same cannot be demanded as a matter of right. Hence, this demand needs no consideration and is liable to be dismissed.

DEMAND NO. 22 - DIWALI GIFT

Each and every worker / employee of the management is given one box of good quality sweets + one pack good quality of dry fruit and this practice is likely to be continued subject to a contingency in future.

DEMAND NO. 23 - AGE OF SUPERANNUATION

The workers' union has asked that superannuation age should be increased from 58 years to 60 years. In this regard, it is submitted that the age of retirement / superannuation is 58 years as per last settlement dated 16.01.2015. The management-Company has its own Certified Standing Orders in consonance with Industrial Employment (Standing Orders) Central Rules, 1946. The matter of retirement is covered by the above said Rules. The clause of retirement has been inserted in the Schedule I-B under Rule 3 of Industrial Employment

(Standing Orders) Central Rules, 1946 which deals with Standing Orders on Additional Items applicable to all Industries. The figure 58 years in Rule 3 has been substituted vide notification No. GSR 1040 dated 12.09.1984 in place of 60 years. The reference made to a judgment against this demand is of no use to workers' union as the facts of this judgment are not relevant to the present case. Since, this demand is inconsistent to the provisions of the Industrial Employment (Standing Orders) Central Rules, 1946 and the settlement dated 16.01.2015, the same is liable to be dismissed.

DEMAND NO. 24 - CLOAK ROOM, GUEST ROOM AND UNION OFFICE

The management is facing space crisis in order to meet its existing needs. No separate space for Cloak Room, Guest Room and Union Office can be allotted even in the future.

In view of the above submissions none of the demands of the present charter of demands / statement of claim are worthy of acceptance and consequently the entire charter of demands / statement of claim / reference is liable to be rejected. Prayer is made that the present charter of demands / statement of claim may be dismissed.

6. The workers' union filed replication, wherein the contents of written statement are denied as wrong except the admitted facts of the claim and the averments of the statement of claim are reiterated.

7. From the pleadings of the parties, following issues were framed vide order dated 04.02.2022 :—

1. Whether the demand raised in the demand notice dated 16.08.2017 is genuine & justified, if so, to what effect and to what relief the union / workers are entitled to, if any ? OPW
2. Whether the claim statement is not maintainable ? OPM
3. Whether the workers' union has concealed the material fact pertaining to the charter of expectations given by the management ? OPM
4. Relief.

8. Today i.e. on 24.01.2023 Shri Raj Kumar, General Secretary, G.B.A. Workers Union got recorded his statement, which reads as under :—

"Stated that I have been authorised by the Managing Committee of G.B.A. Workers Union vide resolution dated 22.01.2023 to withdraw the present reference No.84/2018. I have brought the original resolution register today and a copy of the resolution dated 22.01.2023 is Exhibit 'C1' (original seen and returned). In view of above mentioned resolution, the workers' union do not intend to pursue the present reference. It may be disposed off accordingly."

9. Heard. In view of the above statement of the General Secretary, G.B.A. Workers Union accompanied with Exhibit 'C1', the present industrial dispute reference is disposed off being not pressed. Appropriate Government be informed. File be consigned to the record room.

The 24th January, 2023.

(Sd.). . .,

(JAGDEEP KAUR VIRK)
Presiding Officer,
Industrial Tribunal & Labour Court,
Union Territory, Chandigarh.
UID No. PB0152.

Secretary Labour,
Chandigarh Administration.

CHANGE OF NAME

I, Sandeep Kaur, D/o Surinder Singh (Father) and Rajwant Kaur (Mother) do hereby declare that My mother's name is Rajwant Kaur but due to typographical mistake at the time of filling examination form in school, my mother's name had been mistakenly entered as Rajant Kaur (as also shown in CBSE records) which needs to be rectified as Rajwant Kaur.

[454-1]

I, Yadvinder Singh Vaid, S/o Shri Jeet Ram Vaid, R/o # 325, Shashtri Nagar, Manimajra, Sector 13, Chandigarh, declare that I have changed my name Yadvinder Singh to Yadvinder Singh Vaid. That my mother correct name is Balwinder Kaur Vaid.

[455-1]

I, Bala Ji, S/o Vidya Sagar, # 549, Small Flats Dhanas, Chandigarh, have changed my name to Rakesh Chauhan.

[456-1]

I, Vikas, S/o Ramlal, # 2878, Sector 38-W, Dadumajra, Chandigarh, have changed the name of my minor son from Saim Moun to Samol.

[457-1]

I, Nutam Kumari, W/o Shiv Kumar, R/o # 3405, Fafa Head quarter Sector 29-D, Chandigarh, have changed the name of my minor son from Dhruv Dhiman to Dhruv.

[458-1]

I, Balram Kumar, S/o Ratan Kumar, R/o H. No. 2122/2, Sector 19-C, Chandigarh, inform that in my name wrongly mentioned as Raju Kumar but my correct name is Balram Kumar & my wife name is wrongly mentioned as Parvati Kumari but my wife correct name is Janaki Devi.

[459-1]

"No legal responsibility is accepted for the contents of publication of advertisements/public notices in this part of the Chandigarh Administration Gazette. Persons notifying the advertisements/public notices will remain solely responsible for the legal consequences and also for any other misrepresentation etc."